

## McKINSEY & COMPANY ASSUMPTIONS

1. McKinsey's work for HRSA is confidential and intended for HRSA's internal use only. In order to promote true neutrality on issues, provide an environment for uncensored guidance for our clients, ensure compliance with our contract confidentiality requirements, and better empower our clients, McKinsey does not advocate, present findings, or consent to public references in any public meeting, writing, or other public forum. McKinsey may disclose that we have been retained by the Client and a general description of the Services. In consideration for its services, HRSA agrees not to use McKinsey's name or refer to McKinsey's work outside its organization without McKinsey's prior written permission. HRSA also understands that McKinsey will not advocate, present findings, or speak on HRSA's behalf in any public forum without specific written authorization and agreement.
2. McKinsey does not provide categorical recommendations on matters of public policy; but rather, provides fact-based analysis and framing of options and trade-offs; all authority for policy decisions shall continue to reside with HRSA agency leaders. We will not make any policy or regulatory recommendations, nor otherwise engage in the HRSA's policy-making and regulatory decision-making. We will also not directly participate in any engagement with HRSA's external stakeholders. All output and insights that we generate will be the sole property of the HRSA.
3. These services as covered countermeasures to the COVID-19 epidemic under the U.S. Department of Health and Human Services' February 4, 2020 Declaration pursuant to the Public Readiness and Emergency Preparedness Act.
4. McKinsey understands that the government will make all PRF allocation, approval, and disbursement decisions independently of McKinsey, and McKinsey will not advise on any specific allocation or disbursement decisions. Furthermore, the work of (b) (4) will be limited to program-level design and strategy, and not specific risk mitigation and audit actions.
5. McKinsey is committed to full compliance with the terms and conditions any resulting contract, including any applicable restrictions on organizational conflicts of interest. Currently, McKinsey affiliates provide consulting services to healthcare provider clients which could potentially give rise to an organizational conflict of interest, as described in FAR, Subpart 9.5, because some of these clients may be participating or seeking to participate in the CARES Act Provider Relief Fund. By awarding a contract to McKinsey, the HRSA confirms that either 1) the HRSA has determined in its discretion that the potential conflict is not significant or can be appropriately mitigated, or 2) the HRSA has determined that the rules governing conflicts of interest have been waived, pursuant to FAR Part 9.503, as application of such rules is not in the Government's interest. McKinsey will continue work with HRSA throughout the term of the contract to evaluate any potential conflicts and institute an appropriate mitigation plan, if necessary.

6. McKinsey will advise HRSA and provide input to HSRA on its first draft of communications contemplated under the scope of services, including the Reports to Congress specified in section 5.2, and the Federal Register Notice specified in section 6.4. As is consistent with normal practice, HRSA or other government employees will ultimately be responsible for authoring these reports.
7. The services shall not be deemed medical, investment, legal, tax, accounting or other regulated advice, such as professional advice normally provided by licensed or certified practitioners, and do not constitute policy advice. McKinsey does not supplant the client's management or other decision-making bodies and does not guarantee results. McKinsey's services under this engagement are an extension of and supplement to the government functions performed by the client. HRSA and other federal agency leaders remains solely responsible for their decisions (including policy decisions), actions, use of the deliverables and compliance with applicable laws, rules and regulations. In no event shall McKinsey be liable to HRSA in connection with the Services relating to this engagement. Neither party will be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.
8. HRSA agrees to hold harmless and not pursue claims or suits against McKinsey for any losses, damages, costs or expenses arising out of the provision of these Services.
9. HRSA acknowledges and agrees that the situation around COVID-19 is highly dynamic, evolving rapidly, subject to significant uncertainty, a lack of reliable information and other events completely beyond the Parties' control. McKinsey's Services are being provided on an expedited basis and may not have the benefit of certain detailed analyses in performing the Services. HRSA will review and approve or concur in McKinsey's work, including its methodologies and approaches, in carrying out the Services. In order to be able to complete the Services, McKinsey will rely on the HRSA's timely cooperation, including HRSA making available relevant data, information and personnel; performing any tasks or responsibilities assigned to HRSA agency leaders and staff; and notifying McKinsey of any issues or concerns that the HRSA may have relating to the Services.
10. McKinsey will support the task areas by providing relevant facts, data, analyses and best-practice insights to inform HRSA's actions and decision-making. We will also provide coordination support to the central function. As is our historical custom in serving federal agencies, we will not make any policy or regulatory recommendations, nor otherwise engage in the HRSA's policy-making and regulatory decision-making. We will also not directly participate in any engagement with HRSA's external stakeholders.
11. **Warranty:** the information included in the Deliverables is intended to inform management judgement only and will not contain, nor are they for the purpose of constituting or informing, policy judgments or advice. McKinsey emphasizes that statements of expectation, forecasts and projections relate to future events and are based on assumptions that may not remain valid for the whole of the relevant period. McKinsey expresses no opinion as to how closely the actual results achieved will correspond to any statements of expectation, forecasts or projections.

McKinsey makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information in the Deliverables. Client agrees not to make any representations or warranties regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information in the Deliverables.

12. This order incorporates FAR 52.228-7, Insurance-Liability to Third Persons.
13. We expect to need to work fully virtually given the current situation. We would be open to discussing whether limited exceptions to this might be justified from time to time, dependent on the safety considerations. We have deep experience in making virtual work highly effective and expect it to be at least as efficient as in-person work.